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CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 12th February, 2024

**No. 13/1/9738-HII(2)-2024/ 2380.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **19/2020** dated **06.11.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

IQBAL MOHD. S/O SH. AMIR KHAN R/O VILLAGE & POST OFFICE MALKO MAJRA, TEHSIL & DISTRICT FATEHGARH SAHIB. (Workmen)

AND

1. M/S DAINIK BHASKAR CORPORATION LIMITED, PLOT NO.280, SARKHEJ GHANDINAGAR HIGHWAY, NEAR YMCA CLUB, MAKARBA, AHMEDABAD, GUJARAT - 380051 THROUGH ITS MANAGING DIRECTOR.
2. DAINIK BHASKAR NEWSPAPER, DAINIK BHASKAR CORPORATION LIMITED, CHANDIGARH UNIT, PLOT NO.11-12, GROUND FLOOR, SECTOR 25, CHANDIGARH - 160036 THROUGH ITS ASSISTANT GENERAL MANAGER (HR & ADMN.). (Management)

## AWARD

1. Vide Endorsement No.13/1/9738-HII(2)-2020/4914 dated 19.03.2020 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the claim application filed by Iqbal Mohd. (*hereinafter referred "claimant"*) to the M/s Dainik Bhaskar Corporation Limited & Another (*hereinafter referred "management"*) under Section 17(1) of the Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 (*hereinafter in short referred "Act 1955"*) in following words :-

*"Whether the arrears of revision of pay to Sh. Iqbal Mohd. Son of Sh. Amir Khan resident of village and post office Malko Majra, Tehsil & District, Fatehgarh Sahib (Workman/ applicant) were to be paid by M/s Dainik Bhaskar Corporation Limited, Plot No.280, Sarkhej Ghandinagar Highway, Near YMCA Club, Makarba, Ahmedabad, Gujarat*

(413)

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- 380051 through its Managing Director and Dainik Bhaskar Newspaper, Dainik Bhaskar Corporation Limited, Chandigarh Unit, Plot No.11-12, Ground Floor, Sector 25, Chandigarh - 160036 through its AGM HR & Admn. (Managements) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists And Other Newspaper Employees (Conditions of Service) And Miscellaneous Provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 AND WP (Civil) 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"

2. Upon notice, the claimant-workman appeared through his Representative Shri Ajay Sharma. Statement of claim was filed on 26.03.2021.

3. Briefly stated the averments of claim statement are that the claimant was working as Junior Management Associate-cum-Fitter with Dainik Bhaskar Newspaper having its registered office at Sector 25, Chandigarh. On account of revision of pay & other allowances accrued on the acceptance of the recommendations of the Majithia Wage Board which were accepted by the Government of India and notified in the Gazette of India on 11.11.2011, a substantial amount is due from Dainik Bhaskar / employer which is denied. On account of fact that a large number of persons are employed in the various newspapers and periodical being published in India and such newspaper or periodical establishment had devised its own way of employing persons to run its working, the Government of India constituted the Press Commission to enquire into the conditions of employment of working journalists. The Press Commission made certain recommendations for improvement and regulation of such service conditions by means of legislation. Accordingly, The Working Journalists (Conditions of Service) and Miscellaneous Provisions Bill was introduced in the Parliament. Consequently, on 20.12.2015 the Act 1955 was enacted to regulate certain conditions of service including minimum period of notice, gratuity, provident fund, settlement of industrial dispute, leave with pay, hours of work and minimum wages of the Working Journalists and the other persons employed in the Newspaper Establishments. From the harmonious joint reading of the provisions of the Act 1955, it is apparent that the Central Government has been competent to fix and revise the wages of the journalists and other employees having been governed by the Act 1955. A procedure has been laid down for fixing and revising rate of wages for which a mandate is casted upon the Central Government to constitute a Wage Board in the manner prescribed in it, which shall examine all the relevant factors like cost of living, the prevalent rate of wages for comparable employment etc. for the ascertainment of the rate of wages and thereafter present its recommendation to the Central Government. On the receipt of such recommendation by the Wage Board, the Central Government is also competent to accept, reject and alter any of the recommendations as may deemed fit. Consequently, the Central Government shall notify the recommendations by way of an Award in the official Gazette of India. In pursuance to an exercise undertaken by Department of Labour and Employment, Union of India under Section 9 of Act 1955, the purpose of enabling the Central Government to fix or revise rate of wages for the working journalists and non-journalists newspaper employees, a Wage Board was constituted under the Chairmanship of Hon'ble Mr. Justice G. R. Majithia (Retd.) and the Wage Board was commonly known as Majithia Wage Board. After examining all the relevant factors regulating the revision of pay and affording opportunity to all the affected parties, the Majithia Wage Board finally submitted its recommendations on 31.12.2010 to the Union of India. On 25.10.2011 the Union of India accepted the same in toto without any modification. The said recommendations were further notified in the official Gazette vide notification dated 11.11.2011. On the publication of the recommendation of the Majithia Wage Board by way of an Award vide Gazette Notification dated 11.11.2011, various newspaper establishments and media houses vide W.P. (C) No.538 of 2011 had made a challenge under Article 32 of the Constitution of India before the Hon'ble Supreme Court of India alleging Act 1955 being ultra-virus as it infringes the fundamental rights guaranteed under Article 14, 19(1)(a) and 19(1)(g) of the Constitution of India. There was also a challenge to the validity of notification dated 11.11.2011 issued by the Union of India. The bunch of aforesaid petitions remained pending for hearing before the Hon'ble Apex Court for 3 years and ultimately while disagreeing

with the contentions raised by the newspaper establishments and media houses, the Hon'ble Apex Court dismissed all the petitions vide its judgment dated 07.02.2014 while holding that the recommendations of Majithia Wage Board are valid in law, based on genuine and acceptable considerations and there is no valid ground for interference under Article 32 of the Constitution of India. Despite the dismissal of the Writ Petitions challenging the validity of Act 1955 and notification dated 11.11.2011, and further directions of the Hon'ble Apex Court for payment of arrears, no compliance was being made by the news agencies. The employees had also taken up their issue before the management No.1 & 2 for payment of revised wages and arrears as per the directions of the Hon'ble Apex Court, however, they were told that a review application have been preferred by them and further course of action would be taken up after its adjudication. Another order dated 13.10.2017 was passed by the Hon'ble Apex Court clarifying the previous judgment dated 19.06.2017 to the extent that the disputes referred to adjudication under Section 17(2) of the Act 1955, will be disposed of by the concerned Labour Court / Industrial Tribunal as expeditiously as possible preferably within six months of the reference being made.

4. It is further averred that the claimant was appointed as Helper Machine in the Dainik Bhaskar Newspaper at Sirhind on 23.12.2009. The salary of the claimant was fixed @ ₹ 3,525/- per month including all perks and allowances. Initially he was on probation for 6 months and later on his services were regularised. Work & conduct of the claimant has been further appreciated in as much as the service record of the claimant has been exemplary good as no complaint whatsoever has ever been reported to the management from any quarter. The claimant has been earning his annual increments well on time apart from the annual bonus. Consequently, the claimant was further promoted as Fitter on 01.04.2014. The services of the claimant were being regulated under the Act 1955. On minute perusal of the notification, it is apparent that employees have been categorised in groups and as such the claimant falls within the ambit of working non-journalists being 'Fitter' which is mentioned in Group 4 Factory Staff of the Schedule - III (Grouping of Non-journalists Newspaper Employees - Factory Staff). In the month of April, 2019 the claimant along with other employees has also been cautioned by the management that in case, they press upon their demand of recovery of dues, then they would be either transferred at other far distant places or their services would be terminated. Despite above, the claimant had been pressing his request of payment of arrears of salary as per the Majithia Wage Board recommendations upon the management No.2, however, management No.2 started harassing the claimant by rejecting his leave applications, deploying at odd places, giving work out of his job profile and letting the claimant jobless for days together. The claimant has been continuously discharging his duties till date. The claimant is the only bread winner of his family and as such the entire family has been depending upon legitimate salary and arrears of the claimant which is to be paid by the managements. The amount which is liable to be recovered from the management based on revised pay on the basis of Majithia Wage Board is legitimate dues of the claimant and as such the claimant is not willing to forego the same in any manner. The claimant has got calculated his estimate revised salary and arrears of pay from a competent Chartered Accountant as per the Majithia Wage Board recommendations w.e.f. 11.11.2011 to 01.02.2021, as such the total amount of ₹ 85,64,751/- including interest @ 18% per annum is due from the management. Despite the demand of detailed arrears of salary calculated as per Majithia Wage Board recommendations w.e.f. 11.11.2011 to 01.02.2021, the management has intentionally and deliberately not been implementing the recommendations of the Majithia Wage Board and has not given any benefit to the claimant in spite of several oral and written requests. The claimant has not signed any declaration in order to waive of the benefits accrued under the Majithia Wage Board recommendations. The management had indulged in the process of denying the claims stating that the recommendations of the wage board were not applicable on the claimant and other employees and forcing the employees to sign on pre-typed formats and declarations illegally. The employees refusing to do so were being victimized by way of illegal transfer, suspension and other colourable exercise of the powers of the management and a reign of terror inside the establishment had been created by the management. The management be asked to furnish the details of the salary paid to the employee of the establishment before 07.02.2014 and being paid now and the reasons for non-implementation of the recommendations of the Majithia Wage Board by the management. The present claim is without prejudice to the rights of the claimant to the Contempt of Court proceedings against the management for its deliberate, willful and intentional violation of the order dated 07.02.2014



of Hon'ble Supreme Court. The cause of action of the claimant is continuous. As such, the present claim is being filed within period of limitation. The claimant has not filed any other claim or petition before any Court of Law except the present one. The claim application is accompanied with calculation sheet Annexure 'A3'. Prayer is made that Award may be passed directing the managements to implement the Majithia Wage Board recommendations and re-fix the pay of the claimant accordingly with further prayer directing the managements to release arrears of pay to the tune of ₹ 85,64,751/- as per Annexure 'A3' with costs and to pay interest @ 18% on the arrears of pay from the date of its accrual till actual payment.

5. On notice, the management No. 1 & 2 contested the claim application by filing joint written statement on 30.07.2021 wherein preliminary objections are raised on the ground that the workman filed the fresh reference claiming re-fixation of pay and for recovery of ₹ 85,64,751/- as arrears of pay up to 01.02.2021 on account of implementation of recommendations of the Majithia Wage Board vide notification dated 11.11.2011 issued by Central Government by putting the wrong facts as well as by levelling the false allegations and by presenting the fabricated calculation sheet before this Tribunal. The claimant does not fall under the definition of the 'workman' as per Section 2(s)(ii to iv) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*). The claimant has failed to claim himself as 'workman' as per the provisions of the ID Act. As per the nature and status of post, the claimant does not fall within the definition of the 'workman' under the ID Act. The claim statement is liable to be dismissed on account of mis-joinder of the necessary parties as the alleged service rendered by the claimant with the answering management i.e. Chief Manager, HR (who has not been impleaded as party in the present reference) and authorities of Head Office have been impleaded by name. As per the facts, the recommendations of Majithia Wage Board were submitted to the Central Government on 31.12.2010 and same were notified by the Government of India on 11.11.2011. The said recommendations were put under challenge by various media agencies by way of filing the writ petitions before the Hon'ble Supreme Court of India and the said cases were adjudicated upon before the Hon'ble Supreme Court of India in February 2014. The procedure under the scheme of the Act 1955, aggrieved employee seeking to recover any amount under the Act 1955, is required to first move an application before the State Government. As per Rule 36 of the Act 1955, such an application is required to be made in prescribed Form 'C' addressed to the Secretary to the State Government along with the details of the amount claimed, preceded by a 15 days prior notice regarding payment to the concerned newspaper establishment. In this case, the above said requirement of Rule 36 of the Act 1955 has not been complied with. Hence, the proceeding in question is void ab-initio. As per Section 17 of the Act 1955, a Civil Suit does not lie after the expiry of 3 years of the cause of action. In the present case, the demand notice was received by the Assistant Labour Commissioner, Chandigarh in February 2018 for the benefit claimed by the claimant for the period of 2012. The claimant has annexed the calculation sheet showing the turn-over of the management only to get the benefit from the management which is a dispute in question of fact and cannot be decided in summary proceedings before this Tribunal. A dispute in question of fact can only be adjudicated upon by the concerned Civil Court. The basis of computation of the amount claimed has not been indicated by the claimant. The identity of the person who has computed the said amount has not been revealed by the claimant. Hence, the same is frivolous and baseless. The answering managements do have the spirit to honour the judgment delivered by the Hon'ble Supreme Court of India but in the present reference the claimant is not entitled to any benefit in compliance of the judgments delivered by the Hon'ble Supreme of India. No amount is due to the claimant under the provisions of Section 17 of the Act 1955. Further the amount claimed is based on non-existing right. The management has fully complied with the provisions of Majithia Wage Board issued by the Central Government under notification dated 11.11.2011. The claimant had already received the wages as per para 20(j) of the Majithia Wage Board recommendations. The claimant has voluntarily chosen / opted to retain his existing wages and existing emoluments as per para 20(j) of the Majithia Wage Board. Now nothing is payable to the claimant. The claimant had never raised any question nor made any complaint to the management or to any competent authority regarding the undertaking which he had given within the specified time of 3 weeks. Now after lapse of long time the claimant is raising dispute of non-payment of wages as per the Majithia Wage Board recommendations which is a simply after thought, illegal and baseless. No complaint can be entertained after passing almost 8 years of lapse of

prescribed period. Since the year 1956 various Wage Boards have been constituted from time to time and the option has been given to the employees to opt for payment of existing pay scale and existing emoluments in all the three various Wage Boards. The Majithia Wage Board was finally notified on 11.11.2011. The employees were informed about the Majithia Wage Board recommendations and para 20(j) of the same for payment of the existing pay scale and existing emoluments by affixing copy of the Majithia Wage Board recommendations and notice on the notice board of the company. The employees have themselves opted to sign 20(j) of the Majithia Wage Board recommendations on their own accord and free will after well understanding the Majithia Wage Board recommendations. The allegation that employees signed 20(j) under coercion is totally false and baseless. The plea is beyond period of limitation. The plea of coercion is not tenable under Order VI Rule 4 CPC. The validity of para 20(j) of the Majithia Wage Board recommendations has not been challenged separately by any employees of any newspaper establishment even after 11.01.2014. The management DB Corp. Ltd. is a group of businesses including textile, MyFM, digital media, real estate, power and denim. As per the Majithia Wage Board recommendations only the business of newspaper establishment i.e. circulation and advertisement of newspaper shall be counted.

6. Further on merits, the contents of para 1 to 5, 7 & 8 are replied being matter of record. It is further stated that the claimant is not entitled for the benefit of compliance of judgment passed by the Hon'ble Supreme Court of India. As per the group of the claimant and class of the Newspaper Establishment the claimant is receiving the wages and other benefits more than the Majithia Wage Board recommendations. The management is having various offices throughout the country and at the time of joining the management the claimant himself gave his consent for his transfer to some other place of work by signing the letter in that regard and the services of the claimant was transferred in a routine manner without any ill-will as per the service rules, but now the claimant is trying to regal out the same by leveling false and frivolous allegations against the management and the same appears to be fiction of the mind of the claimant and the managements reserve their right to initiate appropriate proceedings against the claimant before the competent court of law for leveling false and scandalous allegations against the management. It is specifically denied that the claimant is entitled for revised salary and pay from the management based on the Majithia Wage Board for the period 11.11.2011 to 01.02.2021. The claimant is not entitled for any financial benefits as well as interest and the claim put forth by the claimant is not a very higher side. The claim is not maintainable in the question-answer form. No cause of action has accrued to the claimant to file the present claim and the same is hopelessly time barred. Rest of the averments of claim statement are denied as wrong. Prayer is made that the reference may be dismissed with exemplary cost.

7. The claimant filed replication wherein the contents of the written statement except admitted facts are denied being without any basis and frivolous and averments of claim statement are reiterated.

8. From the pleadings of the parties, following were framed vide order dated 16.08.2021 :-

1. Whether the arrears of revision of pay to the applicant are to be paid by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether the applicant does not fall under the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPM
3. Whether the claim of the applicant is bad on the ground of mis-joinder and non-joinder of necessary parties ? OPM
4. Whether the claim of the applicant is time barred ? OPM
5. Whether the claim of the applicant is not maintainable under the provisions of Section 17 of the Working Journalists & Other Newspaper Employees (Condition of Services) and Miscellaneous Provisions Act, 1955 ? OPM
6. Relief.

9. In evidence claimant Iqbal Mohammad examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copy of documents Exhibit 'AW1/1' and Exhibit 'AW1/2'.

**Exhibit 'AW1/1'** is Gazette Notification dated 11.11.2011 of Government of India, Ministry of Labour & Employment.

**Exhibit 'AW1/2'** is calculation sheet of estimated gross salary as per Majithia Wage Board prepared by Chartered Accountant Dhruv Gupta.

10. The claimant examined AW2 Dhruv Gupta, Chartered Accountant, who tendered his affidavit Exhibit 'AW2/A' along with documents Exhibit 'AW2/1' to Exhibit 'AW2/3'.

**Exhibit 'AW2/1'** is copy of employment details of claimant Iqbal Mohammad.

**Exhibit 'AW2/2'** is copy of Form 23-ACA, pursuant to Section 220 of the Company's Act, 1956.

**Exhibit 'AW2/3'** is the certificate dated 14.03.2021 issued by Dhruv Gupta, Partner for DGR & Associates Chartered Accountants.

11. The claimant also examined AW3 Avdhesh Gaur, who brought the summoned record and proved the copy of the same Exhibit 'AW3/1' to Exhibit 'AW3/7'.

**Exhibit 'AW3/1'** is declaration dated 15.11.2011 of the claimant.

**Exhibit 'AW3/2'** is offer letter dated 21.12.2009 of the claimant.

**Exhibit 'AW3/3'** is letter dated 28.05.2014 whereby the management has revised annual cost to company (CTC) of the claimant and the claimant was upgraded to E3 level.

**Exhibit 'AW3/4'** is annual appraisal letter dated 29.07.2015 for the financial year 2014-15 along with Annexure 'A'.

**Exhibit 'AW3/5'** is annual appraisal letter dated 30.08.2018 for the financial year 2017-18 along with Annexure 'A'.

**Exhibit 'AW3/6'** is terms & conditions.

**Exhibit 'AW3/7'** is annual appraisal letter dated 30.04.2019 for the financial year 2018-19 along with Annexure 'A'.

12. On 26.08.2022 the Learned Representative for the claimant closed the evidence of the claimant-workman.

13. On the other hand, the managements examined MW1 Avdhesh Gaur - Assistant Manager HR Admn, Office of Dainik Bhaskar, Chandigarh who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1' to Exhibit 'M3'.

**Exhibit 'M1'** is identity card of Avdhesh Guar.

**Exhibit 'M2'** is authority letter issued in favour of Avdhesh Gaur by DB Corp. Ltd.

**Exhibit 'M3'** is declaration dated 15.11.2011.

14. MW1 Avdhesh Gaur in his cross-examination has brought copy of notice dated 12.11.2011 vide Exhibit 'MX'. It is pertinent to mention here that Exhibit 'MW1/A' is numbered twice i.e. affidavit of MW1 Avdhesh Gaur is number as Exhibit 'MW1/A' and declaration dated 15.11.2011 put by the management to AW1 in his cross-examination as Exhibit 'MW1/A'. In order to avoid any ambiguity, the affidavit of MW1 is renumbered and hereafter referred as 'MW1/AA'.

15. On 14.08.2023 Learned Representative for the management No.1 & 2 closed oral evidence. On 06.11.2023 Learned Representative for management No.1 & 2 closed documentary evidence.

16. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

**Issue No. 1 :**

17. Onus to prove issue No.1 is on the workman.

18. Under this issue, claimant Iqbal Mohd. examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 has supported his oral version with documents Exhibit 'AW1/1' and Exhibit 'AW1/2'.

19. In order to prove the calculation of the arrears claimed, claimant examined AW2 Dhruv Gupta - Chartered Accountant and Partner of the DRG and Associates Firm, who vide his affidavit Exhibit 'AW2/A' has proved that the calculation sheet prepared by him. AW2 has supported his oral version with documents Exhibit 'AW2/1' to Exhibit 'AW2/3'.

20. The claimant has examined AW3 Avdhesh Gaur - Assistant Manager, HR Admn. Deptt. Dainik Bhaskar, Sector 25-D, Chandigarh, who proved on record documents Exhibit 'AW3/1' to Exhibit 'AW3/7' (as detailed above). Cross-examination of AW3 was deferred but the claimant concluded evidence on 26.08.2022 without presenting AW3 for his cross-examination as such testimony of AW3 Avdhesh Gaur being incomplete cannot be read into evidence.

21. On the other hand, the management has examined MW1 Avdhesh Gaur - Assistant Manager, HR Admn Deptt. Dainik Bhaskar, Sector 25-D, Chandigarh. (MW1 in his testimony referred the management as respondent and in cross-examination of AWs referred the claimant as workman. In order to avoid any ambiguity the workman is hereinafter referred as claimant and the respondent is hereinafter referred as management.) MW1 vide his affidavit Exhibit 'MW1/A' deposed that he is working as Assistant Manager - HR & Admin (CPH2) with the managements and has been authorised by the management to depose on its behalf in this case before this Court. He is well conversant with the facts of the present case. MW1 further deposed that DB Corp. Ltd. is group of businesses including textile, MY FM, Digital Media, Real Estate, Power, Denim. As per Majithia Wage Board recommendations only the business of newspaper establishment i.e. circulation and advertisement of newspaper shall be counted and all the units have independent existence and the accounts of each unit are being prepared by that unit. The management has fully complied with the provisions of Majithia Wage Board issued by the Central Government under notification dated 11.11.2011. The claimant had already received the wages as per Para 20(j) of the Majithia Wage Board recommendations. The claimant has chosen / opted to retain his existing wages and existing emoluments as per Para 20(j) of the Majithia Wage Board at his own voluntarily by signing a declaration dated 15.11.2011 and after signing the declaration, now nothing is payable to the applicant as he has already received wages according to option opted by him as per Para 20(j) and opted to retain his current salary and emoluments at that time. All the employees working have given their signatures on option letter as per their will and submitted it to the management. MW1 further deposed that the claimant is not entitled for the benefit of the compliance of the judgment passed by the Hon'ble Supreme Court of India. MW1 has supported his oral version with documents Exhibit 'M1' to Exhibit 'M3'.

22. From the oral as well as documentary evidence led by the parties, it comes out that undisputedly the claimant was appointed as Helper Machine in the Dainik Bhaskar Newspaper on 23.12.2009. The salary of the claimant was fixed @ ₹ 3,525/- per month including all perks and allowances. After completion of probation period of six months, the services of the claimant were regularised. The claimant is still in the service of the management.

23. In the present case, the claimant is demanding arrears of pay as revised according to the recommendations of the Majithia Wage Board w.e.f. 11.11.2011 to 01.02.2021 as per notification dated 11.11.2011



/ Exhibit 'AW1/1'. On the other hand, the managements have taken the plea that in view of the option exercised by the claimant under Clause 20(j) of the notification dated 11.11.2011, the claimant is not entitled to seek benefits of the Majithia Wage Board recommendations.

24. To my opinion, in order to decide whether para 20(j) of notification dated 11.11.2011 is attracted in this case, it would be apposite to go through para 20(j) of the said notification, which is reproduced as below:-

*"20(j) The revised pay scales shall become applicable to all employees with effect from 1st July 2010. However, if an employee within three weeks from the date of publication of Government Notification under Section 12 of the Act enforcing these recommendations exercises his option for retaining his existing pay scales and "existing emoluments", he shall be entitled to retain his existing scale and such emoluments."*

25. The management had put declaration dated 15.11.2011 Exhibit 'MW1/A' in cross-examination of AW1 Iqbal Mohd. The management has also proved in its evidence the claimant's declaration dated 15.11.2011 vide Exhibit 'M3'. Learned Representative for the claimant argued that declaration Exhibit 'MW1/A' / Exhibit 'M3' is not valid in the eyes of law as it does not bear any passing reference of the designation, employee code, department and place of posting etc. The said declaration is not addressed to any official, countersigned or signed by any witness, without verification, acceptance, place not mentioned and not even attested by any notary. There is no passing reference of the existing wages of the claimant, the said declaration is not voluntarily and has been obtained under duress and under threat of transfer / termination. It is also apparent that cyclostyle pre-typed declaration is prepared and signed by the claimant in as much as only blanks are filled by the claimant. It is further argued by Learned Representative for the claimant that the declaration is two-sided legal transaction which means there has to be a second party to the declaration. In the present case, the alleged declaration is only signed by the claimant and there is no reference to whom the same is given, furnished. There is no counter-signature of the authority who had accepted it. On the other hand, it is argued by Learned Representative for the management that the declaration dated 15.11.2011 i.e. Exhibit 'MW1/A' / Exhibit 'M3' is a valid document and by way of exercising option in the form of above said declaration, the claimant has chosen / opted to retain his existing wages and existing emoluments as per para 20(j) of the Majithia Wage Board Recommendations notified on 11.11.2011. Therefore, nothing is payable to the claimant as he has already received wages according to the option opted by him under para 20(j) of the Majithia Wage Board Recommendations notified on 11.11.2011. It is further argued by Learned Representative for the management that the declaration Exhibit 'MW1/A' / Exhibit 'M3' is of dated 15.11.2011 and till date the claimant has not withdrawn the same alleging that it was obtained under pressure. Much stress has been laid upon the fact that the claimant has not withdrawn the said declaration as it was genuine and signed by him with his free consent. Learned Representative for the management referred case law reported in **1996(3) SCT 597** titled as **V. M. Gadre (Dead) by LRs Versus M.G Diwan** and **2005(8) SCC 49** titled as **State of Uttranchal Versus Jagpal Singh Tyagi**.

26. To my opinion, the argument advanced by the Learned Representative for the claimant that declaration Exhibit 'MW1/A' / Exhibit 'M3' is signed by the claimant under pressure of illegal transfer, suspension is devoid of merits because the claimant / AW1 when put to cross-examination stated that he identifies his signatures on Exhibit 'MW1/A' which was signed on 15.11.2011. AW1 denied the suggestion as wrong that he signed Exhibit 'MW1/A' with his free will and consent and without any coercion. AW1 in his cross-examination further stated that till date he has not raised any protest and did not challenge Exhibit 'MW1/A'. AW1 in his cross-examination denied the suggestion as wrong that his job is transferable. AW1 denied the suggestion as wrong that transfer is incidence of service. To my opinion, the denial of the fact that claimant's job is transferable is insignificant because there is nothing on record to show that the claimant was ever transferred from the place of posting where he initially joined. In this regard AW1 in his cross-examination admitted as correct that since the date of joining he has not been transferred and he is working at the same place of posting where he initially joined. AW1 stated that now there are told daily by Shri Aditya Dubey - HR



Head and Shri Avdhesh - HR that they will be transferred, if they did not withdraw their case / cases. To my opinion, the aforesaid threat of transfer alleged by the claimant does not stand proved because the claimant did not file any complaint against the alleged threat. In this regard, AW1 in his cross-examination stated that he did not file any complaint against the aforesaid officials regarding threatening him on the pretext of transfer. AW1 in para 12 of his affidavit has pleaded that in the month of April 2019, he along with other employees have been cautioned by the management that in case, they press upon their demand of recovery of dues then they would be either transferred at other far distant places or their services would be terminated. To my opinion, the aforesaid plea taken by the claimant in para 12 of his affidavit does not stand proved because when put to cross-examination AW1 stated that he cannot the date or time of the occurrence as alleged by him in para 12 of his affidavit.

27. The claimant in cross-examination of MW1 Avdhesh Gaur, has taken the plea that the declaration is ante-dated and was procured in the year 2016. MW1 denied the suggestion as wrong that the declaration is ante-dated and was procured in the year 2016. To my opinion the aforesaid suggestion put to MW1 would led to the inference that the claimant has not disputed his signatures on declaration dated 15.11.2011 Exhibit 'MW1/A' / Exhibit 'M3'. The claimant's plea that his signatures on the declaration were obtained in the year 2016 is not acceptable as no such plea was raised by the claimant in his claim statement. To the contrary it is pleaded in the claim statement that claimant has not signed any declaration / settlement with any of the managements whatsoever in order to waive off the benefits accrued under the Majithia Wage Board recommendations. In this manner, there is a complete denial of signing any declaration by the claimant in his claim statement. Both the pleas raised by the claimant i.e. non-signing of any declaration and obtaining his signature on declaration in the year 2016 are self-contradictory and destructive to each other. Moreover, the claimant has failed to controvert the fact that before obtaining option under para 20(j) of notification dated 11.11.2011 the management had put the notice dated 12.11.2011 / Exhibit 'MX' on the notice board to apprise its employees about their right to exercise the option. MW1 Avdhesh Gaur in his cross-examination has brought copy of notice dated 12.11.2011 vide Exhibit 'MX'. MW1 has denied the suggestion as wrong that notice is prepared afterwards. As per the settled law the suggestion denied by a witness is no evidence unless proved otherwise. The claimant has failed to bring on record any evidence to controvert the genuineness of notice Exhibit 'MX'. From the discussion made above, it is duly proved on record that the declaration dated 15.11.2011 Exhibit 'MW1/A' / Exhibit 'M3' is signed by the claimant on 15.11.2011 with his free will and consent and after knowing the contents thereof.

28. The claimant's plea that cyclostyle pre-typed declaration is prepared and signed by the claimant in as much as only blanks are filled by the claimant is also devoid of merits. There is no illegality, even if, the managements for the convenience of its employees supplied a proforma to exercise option under para 20(j) of notification dated 11.11.2011. It is for the concerned employee herein claimant to fill-in the proforma by exercising his own discretion. Since the claimant has given written declaration dated 15.11.2011 Exhibit 'MW1/A' / Exhibit 'M3', thereby exercised option to retain his existing pay scales and existing emoluments, without any protest, thus the claimant is estopped from seeking the arrears of revised pay as calculated by the Chartered Accountant. The case law referred by Learned Representative for the managements reported in **1996(3) SCT 597** titled as **V. M. Gadre (Dead) by LRs Versus M.G Diwan** and **2005(8) SCC 49** titled as **State of Uttranchal Versus Jagpal Singh Tyagi** are applicable to the present case to an extent.

29. In view of the aforesaid discussion, the claimant is not entitled to receive arrears of revised pay.

30. Accordingly, this issue is decided against the claimant-workman and in favour of management No. 1 & 2.

#### Issue No. 2 :

31. Onus to prove this issue is on the managements.

32. Learned Representative for the management argued that the claimant does not fall within the definition of the 'workman' as defined under Section 2(s) of the ID Act as the nature of the work assigned to

the claimant was supervisory. On the other hand, Learned Representative for the claimant argued that the claimant did not possess any managerial or supervisory position. The claimant is not possessing any power to appoint / dismiss any employee and also did not have power to grant leave to any employee. To support his arguments Learned Representative for the claimant referred case law reported in **2006(4) SCT 1** titled as **Anand Regional Co-op. Seedgrowers Union Ltd. Versus Shaileshkumar Harshadbhai Shah** in para 11 to 13 held as below :-

*"11. For determining the questions as to whether a person employed in an industry is a workman or not; not only the nature of work performed by him but also terms of the appointment in the job performed are relevant considerations.*

*12. Supervision contemplates direction and control. While determining the nature of the work performed by the employee, the essence of the matter should call for consideration. An undue importance need not be given for the designation of an employee, or the name assigned to, the class to which he belongs. What is needed to be asked is as to what are the primary duties he performs. For the said purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being incharge of the section alone and that too it being a small one and relating to quality control would not answer the test.*

*13. The precise question came up for consideration in **Ananda Bazar Patrika (P) Ltd. v. Workmen [(1970)3 SCC 248]** wherein it was held :*

*"The question, whether a person is employed in a supervisory capacity or on clerical work, in our opinion, depends upon whether the main and principal duties carried out by him are those of a supervisory character, or of a nature carried out by a clerk. If a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity; and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity.....*

*A person indisputably carries on supervisory work if he has power of control or supervision in regard to recruitment, promotion, etc. The work involves exercise of tact and independence.*

*Judging by the said standard, we are of the opinion that the First Respondent did not come within the purview of the exclusionary clause of the definition of workman. Ananda Bazar Patrika (supra) was followed by the court in large number of cases."*

33. In the present case, it is undeniable fact that the claimant was appointed to the post of Helper Machine. The management has failed to bring on record any oral or documentary evidence to show that the workman was discharging any kind of supervisory or managerial or administrative functions. In the absence of aforesaid evidence, it cannot be said that the claimant was exercising powers of control or supervision. The judgment **2006(4) SCT 1 (supra)** is applicable to the facts of the present case to an extent. Consequently, the management has failed to prove that the claimant had any authority to initiate departmental proceedings against the subordinates or he had power of control or supervision in regard to recruitment, promotion etc. The management even failed to prove that the claimant had authority to sanction leave to any employee. The claimant, therefore, is a 'workman' as defined under Section 2(s) of the ID Act.

34. Accordingly, this issue is decided against management No. 1 & 2 and in favour of the claimant-workman.

**Issue No. 3 & 5 :**

35. Both these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

36. Onus to prove both these issues is on the managements. During course of arguments both these issues are not pressed by the managements.

37. Accordingly, both these issues are decided against management No. 1 & 2 and in favour of the claimant-workman.

**Issue No. 4 :**

38. Onus to prove this issue is on the managements.

39. Learned Representative for the managements contended that the claim statement is time barred. A Civil Suit does not lie after the expiry of three years of the cause of action. In the present case, the demand notice was received by the Assistant Labour Commissioner, Chandigarh in February 2018 for the benefit claimed by the claimant for the period of year 2012. On the other hand, Learned Representative for the claimant argued that the claimant is seeking his revised pay w.e.f. 01.11.2011, amount of interim relief and arrears of pay with interest @ 18% per annum as per the award given on the recommendations of Majithia Wage Board. On every passing month, the claimant was getting less salary than his due entitlement and on every month a fresh cause of action had arisen in favour of the workman. Whereas the reference to this Tribunal was made by the Assistant Labour Commissioner, U.T. Chandigarh on 19.03.2020. Thus, the claim of the claimant is well within time in as much as the cause of action in the present case is recurring in nature.

40. As proved from the documents on judicial file, the claim raised the application under Section 17(1) of the Act 1955 before the Labour Commissioner, U.T. Chandigarh on 05.11.2019 and the Worthy Secretary Labour, Chandigarh Administration under Section 17(2) of the Act 1955 referred to present dispute for adjudication to this Tribunal / Court vide reference dated 19.03.2020. Moreover, the contention raised by Learned Representative for the claimant carries force as denial of revision of pay and benefits of arrears of pay is a continuing cause giving rise to a recurring cause of action. Therefore, the bar of limitation does not apply.

41. Accordingly, this issue is decided against management No. 1 & 2 and in favour of the claimant-workman.

**Relief :**

42. In the view of foregoing finding on the issue No.1 above, this reference is declined and answered against the claimant-workman. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

Dated : 06.11.2023.



CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 12th February, 2024

**No. 13/1/9740-HII(2)-2024/2384.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **21/2020** dated **06.11.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SALINDER SINGH S/O S.GURMUKH SINGH, R/O RAMDAS NAGAR, SANIPUR ROAD, SIRHIND, DISTRICT FATEHGARH SAHIB (Workmen)

AND

1. M/S DAINIK BHASKAR CORPORATION LIMITED, PLOT NO.280, SARKHEJ GHANDINAGAR HIGHWAY, NEAR YMCA CLUB, MAKARBA, AHMEDABAD, GUJARAT - 380051 THROUGH ITS MANAGING DIRECTOR.
2. DAINIK BHASKAR NEWSPAPER, DAINIK BHASKAR CORPORATION LIMITED, CHANDIGARH UNIT, PLOT NO.11-12, GROUND FLOOR, DAKSHIN MARG, SECTOR 25, CHANDIGARH - 160036 THROUGH ITS AGM HR & ADMN. (Management)

**AWARD**

1. Vide Endorsement No.13/1/9740-HII(2)-2020/4936 Dated 19.03.2020 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the claim application filed by Salinder Singh (*hereinafter referred "claimant"*) to the M/s Dainik Bhaskar Corporation Limited & Another (*hereinafter referred "management"*) under Section 17(1) of the Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 (*hereinafter in short referred "Act 1955"*) in following words :-

*"Whether the arrears of revision of pay to Sh. Salinder Singh son of S. Gurmukh Singh resident of Ramdas Nagar, Sanipur Road, Sirhind District, Fatehgarh Sahib (Workman/ applicant) were to be paid by M/s Dainik Bhaskar Corporation Limited, Plot No.280, Sarkhej Ghandinagar Highway, Near YMCA Club, Makarba, Ahmedabad, Gujarat - 380051 through its Managing Director and Dainik Bhaskar Newspaper, Dainik Bhaskar Corporation Limited, Chandigarh Unit, Plot No.11-12, Ground Floor, Dakshin Marg, Sector 25, Chandigarh - 160036 through its AGM HR & Admn. (Managements) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists And Other Newspaper Employees (Conditions of Service) And Miscellaneous Provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 AND WP (Civil) 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"*

2. Upon notice, the claimant-workman appeared through his Representative Shri Ajay Sharma. Statement of claim was filed on 26.03.2021.

3. Briefly stated the averments of claim statement are that the claimant was working as Helper with Dainik Bhaskar Newspaper having its registered office at Sector 25, Chandigarh. On account of revision of pay & other allowances accrued on the acceptance of the recommendations of the Majithia Wage Board

which were accepted by the Government of India and notified in the Gazette of India on 11.11.2011, a substantial amount is due from Dainik Bhaskar / employer which is denied. On account of fact that a large number of persons are employed in the various newspapers and periodical being published in India and such newspaper or periodical establishment had devised its own way of employing persons to run its working, the Government of India constituted the Press Commission to enquire into the conditions of employment of working journalists. The Press Commission made certain recommendations for improvement and regulation of such service conditions by means of legislation. Accordingly, The Working Journalists (Conditions of Service) and Miscellaneous Provisions Bill was introduced in the Parliament. Consequently, on 20.12.2015 the Act 1955 was enacted to regulate certain conditions of service including minimum period of notice, gratuity, provident fund, settlement of industrial dispute, leave with pay, hours of work and minimum wages of the Working Journalists and the other persons employed in the Newspaper Establishments. From the harmonious joint reading of the provisions of the Act 1955, it is apparent that the Central Government has been competent to fix and revise the wages of the journalists and other employees having been governed by the Act 1955. A procedure has been laid down for fixing and revising rate of wages for which a mandate is casted upon the Central Government to constitute a Wage Board in the manner prescribed in it, which shall examine all the relevant factors like cost of living, the prevalent rate of wages for comparable employment etc. for the ascertainment of the rate of wages and thereafter present its recommendation to the Central Government. On the receipt of such recommendation by the Wage Board, the Central Government is also competent to accept, reject and alter any of the recommendations as may deemed fit. Consequently, the Central Government shall notify the recommendations by way of an Award in the official Gazette of India. In pursuance to an exercise undertaken by Department of Labour and Employment, Union of India under Section 9 of Act 1955, the purpose of enabling the Central Government to fix or revise rate of wages for the working journalists and non-journalists newspaper employees, a Wage Board was constituted under the Chairmanship of Hon'ble Mr. Justice G. R. Majithia (Retd.) and the Wage Board was commonly known as Majithia Wage Board. After examining all the relevant factors regulating the revision of pay and affording opportunity to all the affected parties, the Majithia Wage Board finally submitted its recommendations on 31.12.2010 to the Union of India. On 25.10.2011 the Union of India accepted the same in toto without any modification. The said recommendations were further notified in the official Gazette vide notification dated 11.11.2011. On the publication of the recommendation of the Majithia Wage Board by way of an Award vide Gazette Notification dated 11.11.2011, various newspaper establishments and media houses vide W.P. (C) No.538 of 2011 had made a challenge under Article 32 of the Constitution of India before the Hon'ble Supreme Court of India alleging Act 1955 being ultra-virus as it infringes the fundamental rights guaranteed under Article 14, 19(1)(a) and 19(1)(g) of the Constitution of India. There was also a challenge to the validity of notification dated 11.11.2011 issued by the Union of India. The bunch of aforesaid petitions remained pending for hearing before the Hon'ble Apex Court for 3 years and ultimately while disagreeing with the contentions raised by the newspaper establishments and media houses, the Hon'ble Apex Court dismissed all the petitions vide its judgment dated 07.02.2014 while holding that the recommendations of Majithia Wage Board are valid in law, based on genuine and acceptable considerations and there is no valid ground for interference under Article 32 of the Constitution of India. Despite the dismissal of the Writ Petitions challenging the validity of Act 1955 and notification dated 11.11.2011, and further directions of the Hon'ble Apex Court for payment of arrears, no compliance was being made by the news agencies. The employees had also taken up their issue before the management No.1 & 2 for payment of revised wages and arrears as per the directions of the Hon'ble Apex Court, however, they were told that a review application have been preferred by them and further course of action would be taken up after its adjudication. Another order dated 13.10.2017 was passed by the Hon'ble Apex Court clarifying the previous judgment dated 19.06.2017 to the extent that the disputes referred to adjudication under Section 17(2) of the Act 1955, will be disposed of by the concerned Labour Court / Industrial Tribunal as expeditiously as possible preferably within six months of the reference being made.

4. It is further averred that the claimant was appointed as Plumber in the Dainik Bhaskar Newspaper at Sirhind on 07.01.2014. The salary of the claimant was fixed @ ₹ 10,700/- per month including all perks and

allowances. Initially he was on probation for 6 months and later on his services were regularised. Work & conduct of the claimant has been further appreciated in as much as the service record of the claimant has been exemplary good as no complaint whatsoever has ever been reported to the management from any quarter. The claimant has been earning his annual increments well on time apart from the annual bonus. The services of the claimant were being regulated under the Act 1955. On minute perusal of the notification, it is apparent that employees have been categorised in groups and as such the claimant falls within the ambit of working non-journalists being 'Plumber' which is mentioned in Group 6 Factory Staff of the Schedule - III (Grouping of Non-journalists Newspaper Employees - Factory Staff). The request of the claimant and others was kept pending on the ground that the matter was being considered by the management and would take a decision expeditiously. Despite passage of more than 4 years of dismissal of Writ Petitions by the Hon'ble Apex Court, no payment was made except lame excuses given by the management. In the month of April, 2019 the claimant along with other employees has also been cautioned by the management that in case, they press upon their demand of recovery of dues, then they would be either transferred at other far distant places or their services would be terminated. Despite above, the claimant had been pressing his request of payment of arrears of salary as per the Majithia Wage Board recommendations upon the management No.2, however, management No.2 started harassing the claimant by rejecting his leave applications, deploying at odd places, giving work out of his job profile and letting the claimant jobless for days together. The claimant has been continuously discharging his duties till date. The claimant is the only bread winner of his family and as such the entire family has been depending upon legitimate salary and arrears of the claimant which is to be paid by the managements. The amount which is liable to be recovered from the management based on revised pay on the basis of Majithia Wage Board is legitimate dues of the claimant and as such the claimant is not willing to forego the same in any manner. The claimant has got calculated his estimate revised salary and arrears of pay from a competent Chartered Accountant as per the Majithia Wage Board recommendations w.e.f. 11.11.2011 to 01.02.2021, as such the total amount of ₹ 81,32,872/- including interest @ 18% per annum is due from the management. Despite the demand of detailed arrears of salary calculated as per Majithia Wage Board recommendations w.e.f. 11.11.2011 to 01.02.2021, the management has intentionally and deliberately not been implementing the recommendations of the Majithia Wage Board and has not given any benefit to the claimant in spite of several oral and written requests. The claimant has not signed any declaration in order to waive of the benefits accrued under the Majithia Wage Board recommendations. The management had indulged in the process of denying the claims stating that the recommendations of the wage board were not applicable on the claimant and other employees and forcing the employees to sign on pre-typed formats and declarations illegally. The employees refusing to do so were being victimized by way of illegal transfer, suspension and other colourable exercise of the powers of the management and a reign of terror inside the establishment had been created by the management. The management be asked to furnish the details of the salary paid to the employee of the establishment before 07.02.2014 and being paid now and the reasons for non-implementation of the recommendations of the Majithia Wage Board by the management. The present claim is without prejudice to the rights of the claimant to the Contempt of Court proceedings against the management for its deliberate, willful and intentional violation of the order dated 07.02.2014 of Hon'ble Supreme Court. The cause of action of the claimant is continuous. As such, the present claim is being filed within period of limitation. The claimant has not filed any other claim or petition before any Court of Law except the present one. The claim application is accompanied with calculation sheet Annexure 'A3'. Prayer is made that Award may be passed directing the managements to implement the Majithia Wage Board recommendations and re-fix the pay of the claimant accordingly with further prayer directing the managements to release arrears of pay to the tune of ₹ 81,32,872/- as per Annexure 'A3' with costs and to pay interest @ 18% on the arrears of pay from the date of its accrual till actual payment.

5. On notice, the management No. 1 & 2 contested the claim application by filing joint written statement on 30.07.2021 wherein preliminary objections are raised on the ground that the workman filed the fresh reference claiming re-fixation of pay and for recovery of ₹ 34,39,120/- as arrears of pay up to 01.02.2021 on account of implementation of recommendations of the Majithia Wage Board vide notification dated 11.11.2011 issued by



Central Government by putting the wrong facts as well as by levelling the false allegations and by presenting the fabricated calculation sheet before this Tribunal. The claimant does not fall under the definition of the 'workman' as per Section 2(s)(ii to iv) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*). The claimant has failed to claim himself as 'workman' as per the provisions of the ID Act. As per the nature and status of post, the claimant does not fall within the definition of the 'workman' under the ID Act. The claim statement is liable to be dismissed on account of mis-joinder of the necessary parties as the alleged service rendered by the claimant with the answering management i.e. Chief Manager, HR (who has not been impleaded as party in the present reference) and authorities of Head Office have been impleaded by name. As per the facts, the recommendations of Majithia Wage Board were submitted to the Central Government on 31.12.2010 and same were notified by the Government of India on 11.11.2011. The said recommendations were put under challenge by various media agencies by way of filing the writ petitions before the Hon'ble Supreme Court of India and the said cases were adjudicated upon before the Hon'ble Supreme Court of India in February 2014. It is further stated that the submission of resignation is admitted by the claimant himself. It is well settled proposition of law that admission is the best evidence. Besides, the claimant had concealed the material fact that at the time of leaving the management after putting the resignation, had accepted all the service benefits and received full & final amount from the management and nothing remained pending / due and as such the present claimant has no right to contest the present reference being not maintainable. The procedure under the scheme of the Act 1955, aggrieved employee seeking to recover any amount under the Act 1955, is required to first move an application before the State Government. As per Rule 36 of the Act 1955, such an application is required to be made in prescribed Form 'C' addressed to the Secretary to the State Government along with the details of the amount claimed, preceded by a 15 days prior notice regarding payment to the concerned newspaper establishment. In this case, the above said requirement of Rule 36 of the Act 1955 has not been complied with. Hence, the proceeding in question is void ab-initio. As per Section 17 of the Act 1955, a Civil Suit does not lie after the expiry of 3 years of the cause of action. In the present case, the demand notice was received by the Assistant Labour Commissioner, Chandigarh in February 2018 for the benefit claimed by the claimant for the year 2012. The claimant has annexed the calculation sheet showing the turnover of the management only to get the benefit from the management which is a dispute in question of fact and cannot be decided in summary proceedings before this Tribunal. A dispute in question of fact can only be adjudicated upon by the concerned Civil Court. The basis of computation of the amount claimed has not been indicated by the claimant. The identity of the person who has computed the said amount has not been revealed by the claimant. Hence, the same is frivolous and baseless. The answering managements do have the spirit to honour the judgment delivered by the Hon'ble Supreme Court of India but in the present reference the claimant is not entitled to any benefit in compliance of the judgments delivered by the Hon'ble Supreme of India. No amount is due to the claimant under the provisions of Section 17 of the Act 1955. Further the amount claimed is based on non-existing right. The management has fully complied with the provisions of Majithia Wage Board issued by the Central Government under notification dated 11.11.2011. The claimant had already received the wages as per para 20(j) of the Majithia Wage Board recommendations. The claimant has voluntarily chosen / opted to retain his existing wages and existing emoluments as per para 20(j) of the Majithia Wage Board. Now nothing is payable to the claimant. The claimant had never raised any question nor made any complaint to the management or to any competent authority regarding the undertaking which he had given within the specified time of 3 weeks. Now after lapse of long time the claimant is raising dispute of non-payment of wages as per the Majithia Wage Board recommendations which is a simply after thought, illegal and baseless. No complaint can be entertained after passing almost 8 years of lapse of prescribed period. Since the year 1956 various Wage Boards have been constituted from time to time and the option has been given to the employees to opt for payment of existing pay scale and existing emoluments in all the three various Wage Boards. The Majithia Wage Board was finally notified on 11.11.2011. The employees were informed about the Majithia Wage Board recommendations and para 20(j) of the same for payment of the existing pay scale and existing emoluments by affixing copy of the Majithia Wage Board recommendations and notice on the notice board of the company. The employees have themselves opted to sign 20(j) of the Majithia Wage Board recommendations on their own accord and free will after well understanding the Majithia Wage

Board recommendations. The allegations that employees signed 20(j) under coercion is totally false and baseless. The plea is beyond period of limitation. The plea of coercion is not tenable under Order VI Rule 4 CPC. The validity of para 20(j) of the Majithia Wage Board recommendations has not been challenged separately by any employees of any newspaper establishment even after 11.01.2014. The management of DB Corp. Ltd. is a group of businesses including textile, MyFM, digital media, real estate, power and denim. As per the Majithia Wage Board recommendations only the business of newspaper establishment i.e. circulation and advertisement of newspaper shall be counted.

6. Further on merits, the contents of para 1 to 5, 7 & 8 are replied being matter of record. It is stated that the claimant is not entitled for the benefit of compliance of judgment passed by the Hon'ble Supreme Court of India. As per the group of the claimant and class of the Newspaper Establishment the claimant is receiving the wages and other benefits more than the Majithia Wage Board recommendations. The management is having various offices throughout the country and at the time of joining the management the claimant himself gave his consent for his transfer to some other place of work by signing the letter in that regard and the services of the claimant was transferred in a routine manner without any ill-will as per the service rules, but now the claimant is trying to regal out the same by leveling false and frivolous allegations against the management and the same appears to be fiction of the mind of the claimant and the managements reserve their right to initiate appropriate proceedings against the claimant before the competent court of law for leveling false and scandalous allegations against the management. It is specifically denied that the claimant is entitled for revised salary and pay from the management based on the Majithia Wage Board for the period 11.11.2011 to April, 2019. The claimant is not entitled for any financial benefits as well as interest and the claim put forth by the claimant is not a very higher side. It is admitted that the claimant submitted his resignation and the same was accepted. After submission of his resignation the claimant has no right to enter the premises of the management. The claim is not maintainable in the question-answer form. No cause of action has accrued to the claimant to file the present claim and the same is hopelessly time barred. Rest of the averments of claim statement are denied as wrong. Prayer is made that the reference may be dismissed with exemplary cost.

7. The claimant filed replication wherein the contents of the written statement except admitted facts are denied being without any basis and frivolous and averments of claim statement are reiterated.

8. From the pleadings of the parties, following were framed vide order dated 16.08.2021 :-

1. Whether the arrears of revision of pay to the applicant are to be paid by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether the applicant does not fall under the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPM
3. Whether the claim of the applicant is bad on the ground of mis-joinder and non-joinder of necessary parties ? OPM
4. Whether the claim of the applicant is time barred ? OPM
5. Whether the claim of the applicant is not maintainable under the provisions of Section 17 of the Working Journalists & Other Newspaper Employees (Condition of Services) and Miscellaneous Provisions Act, 1955 ? OPM
6. Relief.

9. In evidence claimant Salinder Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copy of documents Exhibit 'AW1/1' and Mark 'A'.

**Exhibit 'AW1/1'** is Gazette Notification dated 11.11.2011 of Government of India, Ministry of Labour & Employment.

**Mark 'A'** is calculation sheet of estimated gross salary as per Majithia Wage Board prepared by Chartered Accountant Dhruv Gupta.

10. The claimant examined AW2 Dhruv Gupta, Chartered Accountant, who tendered his affidavit Exhibit 'AW2/A' along with documents Exhibit 'AW2/1' to Exhibit 'AW2/3'.

**Exhibit 'AW2/1'** is copy of annual appraisal for the financial year 2015-2016 dated 31.05.2016 of claimant Salinder Singh.

**Exhibit 'AW2/2'** is copy of Form 23-ACA, pursuant to Section 220 of the Company's Act, 1956.

**Exhibit 'AW2/3'** is the certificate dated 14.03.2021 issued by Dhruv Gupta, Partner for DGR & Associates Chartered Accountants.

11. The claimant also examined AW3 Avdhesh Gaur, who brought the summoned record and proved the copy of the same Exhibit 'AW3/1' to Exhibit 'AW3/4'.

**Exhibit 'AW3/1'** is offer letter of the claimant

**Exhibit 'AW3/2'** is appointment letter of the claimant

**Exhibit 'AW3/3'** is annual appraisal letter dated 31.05.2016 for the financial year 2015-16 along with Annexure 'A'.

**Exhibit 'AW3/4'** is annual appraisal letter dated 30.08.2018 for the financial year 2017-18 along with Annexure 'A'.

12. On 03.10.2022 the Learned Representative for the claimant closed the evidence of the claimant.

13. On the other hand, the managements examined MW1 Avdhesh Gaur - Assistant Manager HR Admn, Office of Dainik Bhaskar, Chandigarh who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1' to Exhibit 'M7'.

**Exhibit 'M1'** is identity card of Avdhesh Guar.

**Exhibit 'M2'** is authority letter issued in favour of Avdhesh Gaur by Shri Sanjay Gupta, authorised signatory of Dainik Bhaskar.

**Exhibit 'M3'** is resignation letter dated 06.07.2022 of Salinder Singh along with its acceptance.

**Exhibit 'M4'** is full & final slip for the month of August, 2022.

**Exhibit 'M5'** is account payee cheque No.684973 dated 01.09.2022 for sum of ₹ 10,448/- drawn on IDBI Bank in favour of Salinder Singh.

**Exhibit 'M6'** is payment advice with acknowledgment dated 10.10.2022 along with account payee demand draft No.017625 of ₹ 44,135/- drawn on IDBI Bank in favour of Salinder Singh.

**Exhibit 'M7'** is declaration dated 07.01.2014 of Salinder Singh.

14. MW1 Avdhesh Gaur in his cross-examination has brought copy of notice dated 12.11.2011 vide Exhibit 'MX'. It is pertinent to mention here that Exhibit 'MW1/A' is numbered twice i.e. affidavit of MW1 Avdhesh Gaur is numbered as Exhibit 'MW1/A' and declaration dated 07.01.2014 put by the management to AW1 in his cross-examination as Exhibit 'MW1/A'. In order to avoid any ambiguity, the affidavit of MW1 is renumbered and hereafter referred as 'MW1/AA'.

15. On 14.08.2023 Learned Representative for the management No.1 & 2 closed oral evidence. On 06.11.2023 Learned Representative for management No.1 & 2 closed documentary evidence.

16. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

#### **Issue No. 1 :**

17. Onus to prove issue No.1 is on the workman.



18. Under this issue, the claimant Salinder Singh examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 has supported his oral version with documents Exhibit 'AW1/1' and Mark 'A'.

19. In order to prove the calculation of the arrears claimed, claimant examined AW2 Dhruv Gupta - Chartered Accountant and Partner of the DRG and Associates Firm, who vide his affidavit Exhibit 'AW2/A' has proved that the calculation sheet prepared by him. AW2 has supported his oral version with documents Exhibit 'AW2/1' to Exhibit 'AW2/3'.

20. The claimant has examined AW3 Avdhesh Gaur - Assistant Manager, HR Admn. Deptt. Dainik Bhaskar, Sector 25-D, Chandigarh, who proved on record documents Exhibit 'AW3/1' to Exhibit 'AW3/4' (as detailed above).

21. On the other hand, the management has examined MW1 Avdhesh Gaur - Assistant Manager, HR Admn Deptt. Dainik Bhaskar, Sector 25-D, Chandigarh. (MW1 in his testimony referred the management as respondent and in cross-examination of AWs referred the claimant as workman. In order to avoid any ambiguity the workman is hereinafter referred as claimant and the respondent is hereinafter referred as management.) MW1 vide his affidavit Exhibit 'MW1/A' deposed that he is working as Assistant Manager - HR & Admin (CPH2) with the managements and has been authorised by the management to depose on its behalf in this case before this Court. He is well conversant with the facts of the present case. MW1 further deposed that DB Corp. Ltd. is group of businesses including textile, MY FM, Digital Media, Real Estate, Power, Denim. As per Majithia Wage Board recommendations only the business of newspaper establishment i.e. circulation and advertisement of newspaper shall be counted and all the units have independent existence and the accounts of each unit are being prepared by that unit. The claimant has concealed the material fact that at the time of leaving the managements after putting the resignation dated 06.07.2022, had accepted all the service benefits and also received full & final amount from the answering managements and nothing remained pending / due and as such the present claimant has no right to contest the present claim petition being not maintainable. The management has fully complied with the provisions of Majithia Wage Board issued by the Central Government under notification dated 11.11.2011. The claimant had already received the wages as per Para 20(j) of the Majithia Wage Board recommendations. The claimant has chosen / opted to retain his existing wages and existing emoluments as per Para 20(j) of the Majithia Wage Board at his own voluntarily by signing a declaration dated 15.11.2011 and after signing the declaration, now nothing is payable to the applicant as he has already received wages according to option opted by him as per Para 20(j) and opted to retain his current salary and emoluments at that time. All the employees working have given their signatures on option letter as per their will and submitted it to the management. MW1 further deposed that the claimant is not entitled for the benefit of the compliance of the judgment passed by the Hon'ble Supreme Court of India. MW1 has supported his oral version with documents Exhibit 'M1' to Exhibit 'M7'.

22. From the oral as well as documentary evidence led by the parties, it comes out that undisputedly the claimant was appointed as Plumber in the Dainik Bhaskar Newspaper on 07.01.2014. The salary of the claimant was fixed @ ₹ 10,700/- per month including all perks and allowances. After completion of probation period of six months, the services of the claimant were regularised. The claimant is still in the service of the management. In this regard AW1 Salinder Singh in his cross-examination stated that he is presently working with the management. During pendency of the case, admittedly the claimant tendered resignation which was accepted by the management. In this regard, MW1 Avdhesh Gaur in his cross-examination admitted as correct that resignation tendered by the claimant was accepted by the management.

23. In the present case, the claimant is demanding arrears of pay as revised according to the recommendations of the Majithia Wage Board w.e.f. 11.11.2011 to 01.02.2021 as per notification dated 11.11.2011 / Exhibit 'AW1/1'. On the other hand, the managements have taken the plea that in view of the option exercised by the claimant under Clause 20(j) of the notification dated 11.11.2011, the claimant is not entitled to seek benefits of the Majithia Wage Board recommendations.

24. To my opinion, in order to decide whether Clause 20(j) of notification dated 11.11.2011 is attracted in this case, it would be apposite to go through para 20(j) of the said notification, which is reproduced as below :-

*"20(j) The revised pay scales shall become applicable to all employees with effect from 1st July 2010. However, if an employee within three weeks from the date of publication of Government Notification under Section 12 of the Act enforcing these recommendations exercises his option for retaining his existing pay scales and "existing emoluments", he shall be entitled to retain his existing scale and such emoluments."*

25. The management had put declaration dated 07.01.2014 Exhibit 'MW1/A' in cross-examination of AW1 Salinder Singh. The management has also proved in its evidence the claimant's declaration dated 07.01.2014 vide Exhibit 'M7'. Learned Representative for the claimant argued that declaration Exhibit 'MW1/A' / Exhibit 'M7' is not valid in the eyes of law as it does not bear any passing reference of the designation, employee code, department and place of posting etc. The said declaration is not addressed to any official, countersigned or signed by any witness, without verification, acceptance, place not mentioned and not even attested by any notary. There is no passing reference of the existing wages of the claimant, the said declaration is not voluntarily and has been obtained under duress and under threat of transfer / termination. It is also apparent that cyclostyle pre-typed declaration is prepared and signed by the claimant in as much as only blanks are filled by the claimant. It is further argued by Learned Representative for the claimant that the declaration is two-sided legal transaction which means there has to be a second party to the declaration. In the present case, the alleged declaration is only signed by the claimant and there is no reference to whom the same is given, furnished. There is no counter-signature of the authority who had accepted it. On the other hand, it is argued by Learned Representative for the management that the declaration dated 07.01.2014 i.e. Exhibit 'MW1/A' / Exhibit 'M7' is a valid document and by way of exercising option in the form of above said declaration, the claimant has chosen / opted to retain his existing wages and existing emoluments as per para 20(j) of the Majithia Wage Board Recommendations notified on 11.11.2011. Therefore, nothing is payable to the claimant as he has already received wages according to the option opted by him under para 20(j) of the Majithia Wage Board Recommendations notified on 11.11.2011. It is further argued by Learned Representative for the management that the declaration Exhibit 'MW1/A' / Exhibit 'M7' is of dated 07.01.2014 and till date the claimant has not withdrawn the same alleging that it was obtained under pressure. Much stress has been laid upon the fact that the claimant has not withdrawn the said declaration as it was genuine and signed by him with his free consent. Learned Representative for the management referred case law reported in **1996(3) SCT 597** titled as **V. M. Gadre (Dead) by LRs Versus M.G Diwan** and **2005(8) SCC 49** titled as **State of Uttranchal Versus Jagpal Singh Tyagi**.

26. To my opinion, the argument advanced by the Learned Representative for the claimant that declaration Exhibit 'MW1/A' / Exhibit 'M7' is signed by the claimant under pressure of illegal transfer, suspension is devoid of merits because the claimant / AW1 when put to cross-examination stated that he identifies his signatures on Exhibit 'MW1/A' which was signed on 07.01.2014 and till date he has not raised any protest regarding the same. AW1 in his cross-examination further admitted as correct that transfer is incidence of services. AW1 admitted as correct that during his entire tenure with the management he was not transferred. AW1 admitted as correct that during his entire service till date with the management he has been receiving his full wages. AW1 admitted as correct that till date he has not been removed or transferred from his service. AW1 admitted as correct that the management has not transferred him after filing of the present case and also not denied the wages of the said period. MW3 Avdhesh Gaur in his cross-examination admitted as correct that management has not paid full & final payment of the claimant as per Majithia Wage Board recommendations at the time of acceptance of his resignation. MW1 voluntarily stated that the management has paid all the full & final dues to the claimant as per standard company policy which has been received by the claimant without any protest. To my opinion, the claimant's version that full & final payment has not been paid as per the Majithia Wage Board recommendations is not acceptable as the claimant by signing a declaration dated 07.01.2014

/ Exhibit 'MW1/A' has opted to retain his existing pay scale and existing emoluments. It is undeniable fact that the claimant has received his full & final payment at the time of his resignation as per his existing pay scale and existing emoluments without any protest. The claimant in cross-examination of MW1 Avdhesh Gaur, has taken the plea that the declaration is ante-dated and was procured later. MW1 denied the suggestion as wrong that the format of declaration was prepared by the management and later on got it signed from the claimant. To my opinion, the aforesaid suggestion put to MW1 would lead to the inference that the claimant has not disputed his signatures on declaration dated 07.01.2014 Exhibit 'MW1/A' / Exhibit 'M7'. The claimant's plea that his signatures on the declaration were obtained later is not acceptable as no such plea is raised by the claimant in his claim statement. To the contrary it is pleaded in the claim statement that claimant has not signed any declaration / settlement with any of the managements whatsoever in order to waive off the benefits accrued under the Majithia Wage Board recommendations. In this manner, there is a complete denial of signing any declaration by the claimant in his claim statement. Both the pleas raised by the claimant i.e. non-signing of any declaration and obtaining his signature on declaration later are self-contradictory and destructive to each other. Moreover, the claimant has signed the declaration dated 07.01.2014 / Exhibit 'MW1/A' / Exhibit 'M7' on the day of joining his services. AW1 in his cross-examination has stated that he has joined the management on 07.01.2014. MW1 Avdhesh Gaur in his cross-examination admitted as correct that all the employees / officials have given the declaration under 20(j) and no one has opted for revised wages as per the recommendations of Majithia Wage Board. MW1 has denied the suggestion as wrong that management used to obtain signatures on blank paper while joining of the employees. The aforesaid plea taken by the claimant which is denied by MW1 in his cross-examination is no evidence unless proved otherwise. The claimant is literate person. The claimant / AW1 in his cross-examination has stated that he is 10th class passed from Punjabi medium. He is conversant with the English language. No literate person or a person of ordinary prudence would sign any blank paper or would sign any wiring without knowing the contents thereof. Moreover, the claimant has failed to controvert the fact that before obtaining option under para 20(j) of notification dated 11.11.2011 the management had put the notice dated 12.11.2011 / Exhibit 'MX' on the notice board to apprise its employees about their right to exercise the option. MW1 Avdhesh Gaur in his cross-examination has brought copy of notice dated 12.11.2011 vide Exhibit 'MX'. MW1 has denied the suggestion as wrong that notice is prepared afterwards. As per the settled law the suggestion denied by a witness is no evidence unless proved otherwise. The claimant has failed to bring on record any evidence to controvert the genuineness of notice Exhibit 'MX'. From the discussion made above, it is duly proved on record that the declaration dated 07.01.2014 Exhibit 'MW1/A' / Exhibit 'M7' is signed by the claimant on 07.01.2014 with his free will and consent and after knowing the contents thereof.

27. The claimant's plea that cyclostyle pre-typed declaration is prepared and signed by the claimant in as much as only blanks are filled by the claimant is also devoid of merits. There is no illegality, even if, the managements for the convenience of its employees supplied a proforma to exercise option under para 20(j) of notification dated 11.11.2011. It is for the concerned employee herein claimant to fill-in the proforma by exercising his own discretion. Since the claimant has given written declaration dated 07.01.2014 Exhibit 'MW1/A' / Exhibit 'M7', thereby exercised option to retain his existing pay scales and existing emoluments, without any protest, thus the claimant is estopped from seeking the arrears of revised pay as calculated by the Chartered Accountant. The case law referred by Learned Representative for the managements reported in **1996(3) SCT 597** titled as **V. M. Gadre (Dead) by LRs Versus M.G. Diwan** and **2005(8) SCC 49** titled as **State of Uttranchal Versus Jagpal Singh Tyagi** are applicable to the present case to an extent.

28. In view of the aforesaid discussion, the claimant is not entitled to receive arrears of revised pay.

29. Accordingly, this issue is decided against the claimant-workman and in favour of the management No. 1 & 2.

#### Issue No. 2 :

30. Onus to prove this issue is on the managements.



31. Learned Representative for the management argued that the claimant does not fall within the definition of the 'workman' as defined under Section 2(s) of the ID Act as the nature of the work assigned to the claimant was supervisory. On the other hand, Learned Representative for the claimant argued that the claimant was not having any managerial or supervisory position. The claimant was not having any power to appoint / dismiss any employee and also had no power to grant leave to any employee. To support his arguments Learned Representative for the claimant referred case law reported in **2006(4) SCT 1** titled as **Anand Regional Co-op. Seedgrowers Union Ltd. Versus Shaileshkumar Harshadbhai Shah** in para 11 to 13 held as below :-

*"11. For determining the questions as to whether a person employed in an industry is a workman or not; not only the nature of work performed by him but also terms of the appointment in the job performed are relevant considerations.*

*12. Supervision contemplates direction and control. While determining the nature of the work performed by the employee, the essence of the matter should call for consideration. An undue importance need not be given for the designation of an employee, or the name assigned to, the class to which he belongs. What is needed to be asked is as to what are the primary duties he performs. For the said purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being incharge of the section alone and that too it being a small one and relating to quality control would not answer the test.*

*13. The precise question came up for consideration in Ananda Bazar Patrika (P) Ltd. v. Workmen [(1970)3 SCC 248] wherein it was held :*

*"The question, whether a person is employed in a supervisory capacity or on clerical work, in our opinion, depends upon whether the main and principal duties carried out by him are those of a supervisory character, or of a nature carried out by a clerk. If a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity; and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity.....*

*A person indisputably carries on supervisory work if he has power of control or supervision in regard to recruitment, promotion, etc. The work involves exercise of tact and independence.\*

*Judging by the said standard, we are of the opinion that the First Respondent did not come within the purview of the exclusionary clause of the definition of workman. Ananda Bazar Patrika (supra) was followed by the court in large number of cases."*

32. In the present case, it is undeniable fact that the claimant was appointed to the post of Plumber. The management has failed to bring on record any oral or documentary evidence to show that the workman was discharging any kind of supervisory or managerial or administrative functions. In the absence of aforesaid evidence, it cannot be said that the claimant was exercising powers of control or supervision. The judgment **2006(4) SCT 1 (supra)** is applicable to the facts of the present case to an extent. Consequently, the management has failed to prove that the claimant had any authority to initiate departmental proceedings against the subordinates or he had power of control or supervision in regard to recruitment, promotion etc. The management even failed to prove that the claimant had authority to sanction leave to any employee. The claimant, therefore, is a 'workman' as defined under Section 2(s) of the ID Act.

33. Accordingly, this issue is decided against management No. 1 & 2 and in favour of the claimant-workman.

**Issue No. 3 & 5 :**

34. Both these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

35. Onus to prove both these issues is on the managements. During course of arguments both these issues are not pressed by the managements.

36. Accordingly, both these issues are decided against management No. 1 & 2 and in favour of the claimant-workman.

**Issue No. 4 :**

37. Onus to prove this issue is on the managements.

38. Learned Representative for the managements contended that the claim statement is time barred. A Civil Suit does not lie after the expiry of three years of the cause of action. In the present case, the demand notice was received by the Assistant Labour Commissioner, Chandigarh in February 2018 for the benefit claimed by the claimant for the year 2012. On the other hand, Learned Representative for the claimant argued that the claimant is seeking his revised pay w.e.f. 01.11.2011, amount of interim relief and arrears of pay with interest @ 18% per annum as per the award given on the recommendations of Majithia Wage Board. On every passing month, the claimant was getting less salary than his due entitlement and on every month a fresh cause of action had arisen in favour of the workman. Whereas the reference to this Tribunal was made by the Assistant Labour Commissioner, U.T. Chandigarh on 19.03.2020. Thus, the claim of the claimant is well within time in as much as the cause of action in the present case is recurring in nature.

39. As proved from the documents on judicial file, the claim raised the application under Section 17(1) of the Act 1955 before the Labour Commissioner, U.T. Chandigarh on 05.11.2019 and the Worthy Secretary Labour, Chandigarh Administration under Section 17(2) of the Act 1955 referred to present dispute for adjudication to this Tribunal / Court vide reference dated 19.03.2020. Moreover, the contention raised by Learned Representative for the claimant carries force as denial of revision of pay and benefits of arrears of pay is a continuing cause giving rise to a recurring cause of action. Therefore, the bar of limitation does not apply.

40. Accordingly, this issue is decided against management No. 1 & 2 and in favour of the claimant-workman.

**Relief :**

41. In the view of foregoing finding on the issue No.1 above, this reference is declined and answered against the claimant-workman. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

Dated : 06.11.2023.

Secretary Labour,  
Chandigarh Administration.

**CHANGE OF NAME**

I, Surinder Singh, S/o Hardev Singh, R/o 3059, Sector 28-D, Chandigarh, have changed my name from Surinder Singh to Surinder Singh Billing.

[248-1]

I, Jatinder Singh, S/o Late Paramjeet Singh, R/o House No. 2248, Sector 44-C, Chandigarh, have changed my name from Jatinder Singh to Jatinder Singh Sandhu.

[249-1]

I, Ram Krishna, S/o Jiv Raj, House No. 1222, Mori gate, Manimajra, Chandigarh, have changed my Minor Son Name from John to John Oli.

[250-1]

I, Vikash Rohal, S/o Sh. Azad Singh, R/o 318, 2nd Floor, Tower No. 14, Cap Complex, Dhanas, Chandigarh, have changed my minor daughter name from Dikshita to Akshita.

[251-1]

I, Karambir Singh, S/o Prithvi Singh, R/o H. No. 28, Bank Colony, Pipliwala Town, Manimajra, Chandigarh, have changed my name to from Karambir to Karambir Singh.

[252-1]

I, Hemavathi G W/o Vijay Kumar, House No. 1385, Small Flats Dhanas, Chandigarh, have changed my name from Hemavathi G to Hemavathi.

[253-1]

I, Anita, W/o Sanjeev Kumar, R/o H. No. 1380, Chaman Colony, Dhanas, Chandigarh, have changed my name from Anita to Anita Kumari.

[254-1]

I, Ishwar, S/o Sh. Om Parkash, R/o House No. 2011-B, Sector 41, Chandigarh, declares that the actual name of my mother is Smt. Jivni instead of Smt. Jivani Devi, wife's name is Bimla Devi instead of Smt. Bimal and son's name is Lakhshay instead of Lakshya which are correct names and it should be considered as the correct names in future also for all correspondences.

[255-1]

*"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."*